

## **Remarks**

### **1. Summary of the Office Action**

In the final office action mailed December 2, 2008, the Examiner maintained rejections of claims 1, 3, 4, 7-10, 13, 14-15, 19, 25, and 26 under 35 U.S.C. § 103(a) as being allegedly obvious over U.S. Patent No. 6,078,957 (Adelman) in view of U.S. Application Pub. No. 2002/0152446 (Fleming). Further, the Examiner maintained rejections of claims 2, 6, 12, 17, 20, 22, and 24 under 35 U.S.C. § 103(a) as being allegedly obvious over Adelman in view of U.S. Patent No. 6,212,175 (Harsch), the Examiner maintained rejections of claims 5 and 11 under 35 U.S.C. § 103(a) as being allegedly obvious over Adelman and Fleming in view of U.S. Application Pub. No. 2004/0230661 (Rashid), the Examiner maintained the rejection of claim 16 under 35 U.S.C. § 103(a) as being allegedly obvious over Adelman and Fleming in view of RFC 2543, the Examiner maintained the rejection of claim 18 under 35 U.S.C. § 103(a) as allegedly obvious over Adelman and Fleming in view of U.S. Patent No. 6,014,694 (Aharoni), the Examiner maintained the rejection of claim 21 under 35 U.S.C. § 103(a) as being allegedly obvious over Adelman and Fleming in view of Harsch and Rashid, and the Examiner maintained the rejection of claim 23 under 35 U.S.C. § 103(a) as being allegedly obvious over Adelman and Fleming in view of Harsch and Aharoni.

### **2. Status of the Claims**

Applicant has amended each of the independent claims as noted above, to more particularly point out and distinctly claim subject matter of the invention. Pending are claims 1-17 and 19-26, of which claims 1, 4, 9, 14, 19, 20, 25, and 26 are independent and the remainder are dependent.

### 3. Response to the Rejections

Considering the prosecution history of this case, and most recently the Examiner's response to Applicant's arguments, it seems clear that the Examiner broadly interpreted Applicant's claims in an effort to have the claims extend to the subject matter of the Adelman patent. For the reasons discussed Applicant's most recent response, Applicant submits that this interpretation by the Examiner was incorrect.

In particular, Applicant's claims before the present amendment recited specifically that the selected keepalive period was transmitted to the client station in a response to the keepalive message from the client station. Adelman teaches that a master receives a keepalive message from a client and determines a keepalive period based on data in the received keepalive message. Adelman then teaches that the master includes that determined keepalive period in the next periodic keepalive message that the master sends to the client. It is clear that, in Adelman, the master *sends the determined keepalive message to the client in response to a periodic event, namely the periodic timer that would define the period at which the master sends its own keepalive messages to the client*. The master in Adelman does not send the determined keepalive message *in a response to the keepalive message* that the master received from the client.

In the response to Applicant's arguments, the Examiner asserted that Adelman's teaching of the master calculating the adaptive keepalive period based on the received keepalive message means that Adelman teaches sending the calculated keepalive period based on the received keepalive message. From what Applicant can tell, it seems that the Examiner thus considered the sending of the calculated keepalive period to be "in a response to the received keepalive message" as was recited in claim 1 for instance. That is, since the calculated keepalive period was a value calculated based on the received keepalive message, the Examiner considered the act

of sending that calculated keepalive period to the client as meeting the claim limitation of sending the calculated keepalive period in a response to the received keepalive message.

While Applicant understands the Examiner's argument, Applicant respectfully submits the argument is erroneous.

Applicant's claims recited sending the keepalive period in *a response to the received keepalive message*. Thus, it was necessarily the case that the transmission to the client was "a response to the received keepalive message." This is so regardless of whether the keepalive period itself was calculated based on the received keepalive message. There is an important difference between calculating a keepalive period based on the received keepalive message and sending the calculated keepalive period in a response to the received keepalive message. Clearly those two concepts are distinct, as it is of course possible to send a response to the received keepalive message without including the response a calculated keepalive period, and it is equally possible to send a calculated keepalive period in something other than a response to the received keepalive message. Logically speaking, the fact that the keepalive period is calculated based on the received keepalive message does not mean that sending the keepalive period to the client is sending the keepalive period in a response to the received keepalive message.

That said, the Examiner has been fairly steadfast in maintaining the Examiner's broad interpretation and conclusion. To avoid that result, considering the intended scope of Applicant's claims, Applicant has now amended the claims to make even more clear that the server sends the keepalive period to the client *in an acknowledgement of the received keepalive message*. That is, the claims now recite that the server receives a keepalive message from the client and sends to the client an acknowledgement of the received keepalive message, and that the server includes the selected keepalive period in that acknowledgement. (Support for this amendment is found throughout the specification as filed, including page 4, line 22 – page 5, line 4.) Given that

Adelman does not teach sending the keepalive period to the client in an acknowledgement of a keepalive message received from the client, Adelman is clearly deficient.

Given that the Examiner's obviousness rejections were all based on the thought that Adelman teaches sending the selected keepalive period in a response to the received keepalive message, given that Adelman does not teach that feature and further does not teach the amended claim feature of sending the selected keepalive period in the acknowledgement of the received keepalive message, and given that such an arrangement does not follow reasonably or logically from the teachings of the cited art, Applicant submits that *prima facie* obviousness of the claims does not exist. Therefore, Applicant submits that the claims are allowable.

#### **4. Conclusion**

For the foregoing reasons, and without conceding any additional assertion by the Examiner that is not expressly addressed in these remarks, Applicant respectfully requests reconsideration and allowance of the claims.

Should the Examiner wish to discuss this case with the undersigned, the Examiner is invited to call the undersigned at (312) 913-2141.

Respectfully submitted,

**McDONNELL BOEHNEN  
HULBERT & BERGHOFF LLP**

Dated: February 2, 2009

By: /Lawrence H. Aaronson/  
Lawrence H. Aaronson  
Reg. No. 35,818